

COURT OF COMMON PLEAS
UNION COUNTY
2007 DEC 20 PM 1:45
CLERK

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO
CIVIL DIVISION

Timothy Bollack
533 Surrey Lane
Marysville, Ohio 43040

:

Judge _____

and

:

Case No. 2007 CV 0530

Alysia Bollack
533 Surrey Lane
Marysville, Ohio 43040

:

:

Plaintiffs,

:

vs.

:

COMPLAINT
WITH PLAINTIFF'S FIRST SET
OF REQUESTS FOR PRODUCTION
OF DOCUMENTS ATTACHED

Allstate Indemnity Company :
aka: Allstate Fire and Casualty Insurance Co. :
aka: Allstate Assurance Company :
aka: Allstate Insurance Company :
aka: Allstate Property and Casualty Company :
c/o The Statutory Agent :
CT Corporation Services :
4701 Cox Road, Suite 301 :
Glen Allen, Virginia 23060-6802 :

and

:

(JURY DEMAND ENDORSED HEREON)

Allstate Indemnity Company :
c/o E.S. Cooper :
75 Executive Parkway :
Hudson, Ohio 44237 :

:

I HEREBY CERTIFY THIS TO BE
A TRUE COPY OF THE ORIGINAL
FILED IN THIS OFFICE

Paula D. Winters
CLERK OF COURTS
UNION COUNTY, MARYSVILLE, OHIO

and

Allstate Insurance Company
c/o Dan Wood, SCLA
P.O. Box 70
Camby, Indiana 46113

and

SELECT PORTFOLIO SERVICING, INC.
fka: Fairbanks Capital Corp.
c/o The Statutory Agent
Csc-Lawyers Incorporating Service
50 West Broad Street, Suite 1800
Columbus, Ohio 43215
(As an Involuntary Plaintiff)

and

Union County Treasurer
233 West 6th Street
Marysville, Ohio 43040
(As an Involuntary Plaintiff)

and

John Does One through Ten
Individuals, Partnerships,
Corporations and/or other Entities
True Names and Addresses Unknown

Defendants.

1. The following claims are brought, in part, against the respective Defendants pursuant to Rule 57 of the Ohio Rules of Civil Procedure and Chapter 2721 of the Ohio Revised Code.

COUNT ONE:

2. Plaintiffs, Timothy and Alysia Bollack are the owners of real estate located at 617 East 6th Street, Marysville, Ohio 43040. Said property once consisted of a two story residential dwelling and a two car detached garage.

3. At all times relevant to this action, the Involuntary Plaintiff, Select Portfolio Services, Inc. held the first mortgage to the property, owned by the Plaintiffs, Timothy and Alysia Bollack.

4. At all times relevant to this action, the Involuntary Plaintiff, the Union County Treasurer had an interest in the property owned by the Plaintiffs.

5. Plaintiffs obtained insurance on their home, garage and personal property, among other things, from Defendants, Allstate Indemnity Company, and/or Allstate Insurance Company, and/or Allstate Fire and Casualty Insurance Co., and/or Allstate Assurance Company, and/or Allstate Property and Casualty Company (hereinafter referred to collectively as Allstate). A copy of that policy is attached here to as Exhibit "A" and incorporated herein by reference.

6. On or about March 30, 2007, Plaintiffs garage and its contents were damaged by fire.

7. On or about June 11, 2007, Plaintiffs home and its contents were also damaged by fire.

8. Plaintiffs, pursuant to the terms of their insurance contract with the Defendant, Allstate, filed separate Proof of Claim's for damages to both the garage and the home. Despite the fact that Plaintiffs have complied with all the terms and

conditions of their Allstate Indemnity Insurance Policy and /or the same have been waived by the Defendant Allstate, the Defendant, Allstate has refused to pay either claim.

9. Plaintiffs have been damaged in the approximate amount of \$391,500.00 for damage to the home, \$115,026.00 for the personal property loss, \$65,000.00 for the garage loss, \$14,500.00 for the removal of the damaged home and \$3,800.00 for the removal of the damaged garage, and an undetermined sum of money for interest on the mortgage, other related mortgage costs and living expenses.

10. Plaintiffs are entitled to the above referenced amounts pursuant to the terms and conditions of their insurance contract with the Defendant, Allstate.

COUNT TWO:

11. Plaintiffs incorporate by reference the allegations set forth in Paragraphs one through seven of this complaint.

12. Plaintiffs contend that the Defendant, Allstate, refused to pay the Plaintiffs' claims without reasonable justification.

13. Defendant Allstate has breached its duty of good faith, in refusing to pay either of Plaintiffs' claims, by failing to investigate the claims in a thorough and objective manner, by ignoring other favorable facts which support the Plaintiffs' position, by refusing to pay the claim in a timely manner, and by failing to abide by its own contractual obligations to the Plaintiffs.

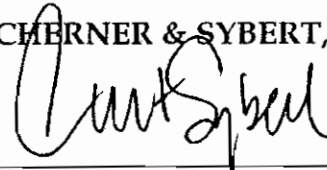
14. Defendant Allstate has in conscious disregard for the rights of the Plaintiffs, refused to abide by its contractual obligations and as a result has caused Plaintiffs a great probability of substantial harm.

15. As a result of the bad faith and actual malice of the Defendant, Allstate, Plaintiffs are entitled to punitive damages and attorneys fees in addition to the compensatory damages requested in Count One.

WHEREFORE, the Plaintiffs demand judgment against the Defendants, Allstate in each of their respective claims for damages in amounts in excess of Twenty-Five Thousand Dollars (\$25,000.00) including interest, costs of this action and attorneys fees based on the Plaintiffs bad faith claim, and such other and further relief to which the Plaintiffs may be entitled as determined by this Court.

Respectfully submitted,

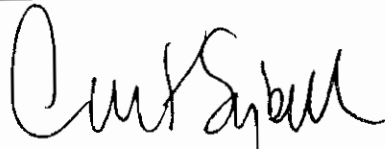
SCHERNER & SYBERT, LLC



CURTIS J. SYBERT 0037936
BENJAMIN SCHERNER 0068674
153 South Liberty Street
Powell, Ohio 43065
(614) 785-1700
Fax: (614) 785-0700
Attorneys for Plaintiffs

JURY DEMAND

Trial by jury is hereby demanded.



CURTIS J. SYBERT